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CONTRACT FOR CONSULTING SERVICES

Agreement No.

Name of Work: Consultancy Services for preparation of Detailed Project Report, Field Survey, General Report , Basic Drawing, Technical Report, Detailed Drawing, Detailed Cost Estimate for the work of **Consultancy Services for Detailed Project Report, Field Survey, General Report , Basic Drawing, Technical Report, Detailed Drawing, Detailed Cost Estimate for the Development of Roads and Drain in [illegible] ward No:04 of Yelahanka Satellite town sub division (Number of Works-08) Estimation Cost Rs 1000.00 Lakhs.**

Executive Engineer
Yelahanka Division
Yelahanka Satellite Town
Mahanagara Palike

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Executive Engineer (Yelahanka Division)
BBMP, Bangalore

Consultants

This CONTRACT (hereinafter called the "Contract") is entered into this .....Day of the Month of .....2018 by and between the Commissioner, Bruhat Bangalore Mahanagara Palike represented by the Executive Engineer (Yelahanka Division) having its Principal Place of Business at BBMP, N. R. Square, Bangalore – 560 002 on the one hand (hereinafter called the "Client") and **M/s Silicon Consulting Engineers, Prop.Kiran.R** having its Principal Office located at **M/s Silicon Consulting Engineers, Prop.Kiran.R No:51317, 4th Cross BEL 2nd STAGE, BHARATHNAGAR , Bangalore-91**.represented by **Sri.** Kiran.R aged about 33 years (hereinafter called the "Consultant") on the other hand, which term shall mean and include his Heirs, Successors and Legal Representatives as the case may be.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services.

NOW THEREFORE THE PARTIES hereby agree as follows.

1. **Services**
   i. The Consultant shall perform the Services specified in Attachment A, "Terms of Reference and Scope of Services", which is made an Integral Part of this Contract ("The Services").
   ii. The Consultant shall provide the Personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.
   iii. The Consultant shall submit to the Client the Reports in the Form and within the Time Periods specified in Attachment C, "Consultant's Reporting Obligations".

2. **Term**
   The Consultant shall perform the Services approximately in 180 days of time from the Date of Award of Work.
3. **Payment**
   A. Ceiling
   For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an Amount not to exceed **Rs. 4,13,0000/- (Rupees four lakhs thirteen thousand only)** including Service Tax. This Amount has been established based on the understanding that it includes all of the Consultant's Costs and Profits as well as any Tax Obligation that may be imposed on the Consultant.
   B. Schedule of Payments
   The Schedule of Payments shall be as under.
   i.40% of Contract Price On Submission of Drawing, Inventory Details, Design Report
   ii. 30% of Contract Price — On Submission of Draft Detailed Cost Estimate along with Design Basis Report for Approval
   iii. 20% of Contract Price — On Submission of Final Detailed Cost Estimate
   iv. 10% of Contract Price — On Submission of Tender Document in e – Procurement Format

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9. **Insurance**

The Consultant shall be responsible for Appropriate Insurance Coverage. In this regard, the Consultant shall maintain Workers' Compensation, Employment Liability Insurance for their Staff on the Assignment. The Consultant shall also maintain Comprehensive General Liability Insurance, including Contractual Liability Coverage adequate to cover the Indemnity of Obligation against all Damages, Costs, Charges and Expenses for Injury to any Person or Damage to any Property arising out of or in Connection with the Services, which Result from the Fault of the Consultant or its Staff. The Consultant shall provide the Client with Certification thereof upon Request.

10. **Assignment**

The Consultant shall not assign this Contract or subcontract any Portion without the Client's Prior Written Consent.

11. **Law governing the Contract**

The Contract shall be governed by the Laws of India supplanted by the Karnataka Local Acts.

12. **Indemnify the Client**

The Consultant shall indemnify and hold Harmless the Client against and all Claims, Demands and / or Judgments of any Nature brought against the Client arising out of the Services by the Consultant and its Staff under the Contract. The Obligation under this Clause shall survive till the Termination of this Contract.

13. **Taxes**

The Consultant shall pay the Taxes, Duties, Fees, Levies and other Impositions payable under the Applicable Law. The Client will perform such Duties in this regard to the Deduction of such Tax as may be lawfully imposed.

For the Client	For the Consultant
Signed by:	Signed by:
Name and Designation	Name and Designation
Date: Place:	Date: Place:
Witnesses	
1. Signature	2. Signature
Name and Address	Name and Address

Executive Engineer
Yelahanka Division

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Note:

1. All Payments shall be made on Submission of pre – receipted Invoices by the Consultant in triplicate for the Respective Stages.

C. Payment Conditions

Payment shall be made in Indian Rupees, no later than 60 days following Submission by the Consultant of Invoices in triplicate to the Coordinator designated in Clause 4.

4. Contract Administration

A. Coordinator

The Client designates the Executive Engineer (Yelahanka Division) as Client's Coordinator. The Coordinator shall be responsible for the Coordination of Activities under the Contract, for Acceptance and Approval of the Reports and other Deliverables by the Client and for Receiving and Approving Invoices for the Payment.

B. Reports

The Reports listed in Attachment C, "Consultant's Reporting Obligations", shall be submitted in the Course of the Assignment and will constitute the Basis for the Payments to be made under Clause 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the Highest Standards of Professional and Ethical Competence and Integrity. The Consultant shall promptly replace any Employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the Term of the Contract and within two years after its Expiration, disclose any Proprietary or Confidential Information relating to the Services, this Contract or the Client's Business or Operations without the Prior Written Consent of the Client.

7. Ownership of Material

Any Studies, Reports or other Materials, Graphics, Software's or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the Property of the Client. The Consultant may retain a Copy of such Documents and Software's but shall not use them for Purposes unrelated to this Contract without Prior Written Approval of the Client.

8. Consultant not to be engaged in certain Activities

The Consultant agrees that during the Term of this Contract and after its Termination, the Consultant and any Entity affiliated with the Consultant, shall be disqualified from Providing Goods, Works or Services (other than the Services or any Continuation thereof) for any Project resulting from or closely related to the Services.

Executive Engineer (Yelahanka Division.)

List of Attachments to the Contract:

Attachment A: Description of Services
Attachment B: Consultant's Personnel
Attachment C: Consultant's Reporting Obligations

Attachment A

Scope of Services

The Consultant shall carry out the Scope of Services as per the Requirements detailed in "Terms of Reference" issued by the Client.

Attachment B

Consultant's Personnel

B1. Key Staff Requirement

It is expected that the Consultant's Team consists of the following Key Staff.

- **Team Leader / Transportation Engineer** – 1 No.
- **Structural Engineer** – 1 No.
- **Quantity Surveyor / Contract Specialist** – 1 No.
- **Draftsman** – 2 Nos.

Attachment C

Consultant's Reporting Obligation

C1. Reports and Various Outputs

The Consultant shall submit the following.

Sl. No.	Description	No. of Copies
1.	Drawings, Inventory Details, Design Report	3
2.	Draft Detailed Cost Estimate along with Design Basis Report for Approval	3
3.	Final Detailed Cost Estimate	3
4.	Tender Document in e – Procurement Format	1

Further, all the above Reports along with Designs and Drawings, Tender Document, etc. shall be delivered to the BBMP in Soft Copy also (burnt in CD).

Executive Engineer
Yelahanka Division